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11-014

# PARADISE IRRIGATION DISTRICT

MEMBER OF ASSOCIATION OF CALIFORNIA WATER AGENCIES AND AMERICAN WATER WORKS ASSOCIATION

5325 BLACK OLIVE DRIVE • MAILING ADDRESS: P. O. BOX 2409 • PARADISE, CALIFORNIA 95967-2409 • TEL: (916) 877-4971 • FAX: (916) 876-0463

## CALFED BAY-DELTA PROGRAM REQUEST FOR PROPOSAL 1997 CATEGORY III ECOSYSTEM RESTORATION

### EXECUTIVE SUMMARY/Inquiry Submittal Format

- a. Reclamation/Preservation of Wetland, Paradise Irrigation District
- b. **Project Description.** Presently the District is proposing the installation of a 12" pipe from the solids lagoons (now in place) that will convey water to a wetland area by gravity feed. This will require 7,000' of 12" pipe capable of a flow of 2,000 gpm. The resultant being a static hydraulic head of 63 feet with an outlet pressure of 14 feet minimum. Primary objective to preserve existing wetland while recycling dechlorinated water.
- c. **Approach/Tasks/Schedule.** Two solids lagoons exist about 600 feet east of the District's treatment plant. Washwater enters via a buried pipeline which surfaces above the maximum lagoon water level. Water exists through an overflow standpipe, maintaining a constant water level in each lagoon. Supernatant water is routed away from the lagoon in a buried pipeline which surfaces and terminates to Magalia Reservoir. The District proposes recycling this backwash water to the wetland which will serve two purposes; clean the water naturally while recycling water that is used for filtering raw water. The reservoir will be lowered in August or September of 1997, therefore this project would begin immediately after the reservoir is lowered.
- d. **Justification for project and funding by CALFED:** Inadequate flow to sustain wetland area after District's Magalia Reservoir is lowered 25.8 feet.
- e. **Budget costs and Third Party Impacts.** At approximately \$75/foot the total cost of this project will be \$525,000.

II. TITLE PAGE

Reclamation/Preservation of Wetland/Erosion Control

Paradise Irrigation District  
P.O. Box 2409  
Paradise, CA 95967

(916) 877-4971  
Fax (916) 876-0483

Tax Exempt Public Agency  
Tax ID #94-6003438

Tech & Financial Contact person(s)  
Steve Felte/Nancy Mathewson

Participants: Paradise Irrigation District/Department of Fish and Game

Group I: Public Works/Construction Projects

### III. Project Description and Approach:

Magalia Dam, constructed on Little Butte Creek using hydraulic fill methods, was completed in 1918. The study area is located in Butte County, California, in the Sierra Nevada foothills approximately 9 miles north of the town of Paradise (Figure 1). Magalia Reservoir is situated within the Little Butte Creek drainage. Magalia Reservoir was strengthened in 1964 and in 1975 under the direction of the Division of Safety of Dams (DSOD), was strengthened again to withstand a 6.0 magnitude earthquake. Recently, DSOD has determined the maximum credible earthquake to be 6.5; therefore, Magalia Dam is required to have additional reinforcement to withstand a 6.5 magnitude earthquake. DSOD is requiring that until reinforced, the water behind the dam must be lowered 25.8 feet to reduce reservoir volume, and therefore the risk of downstream property damage, personal injury, or loss of life should the dam fail.

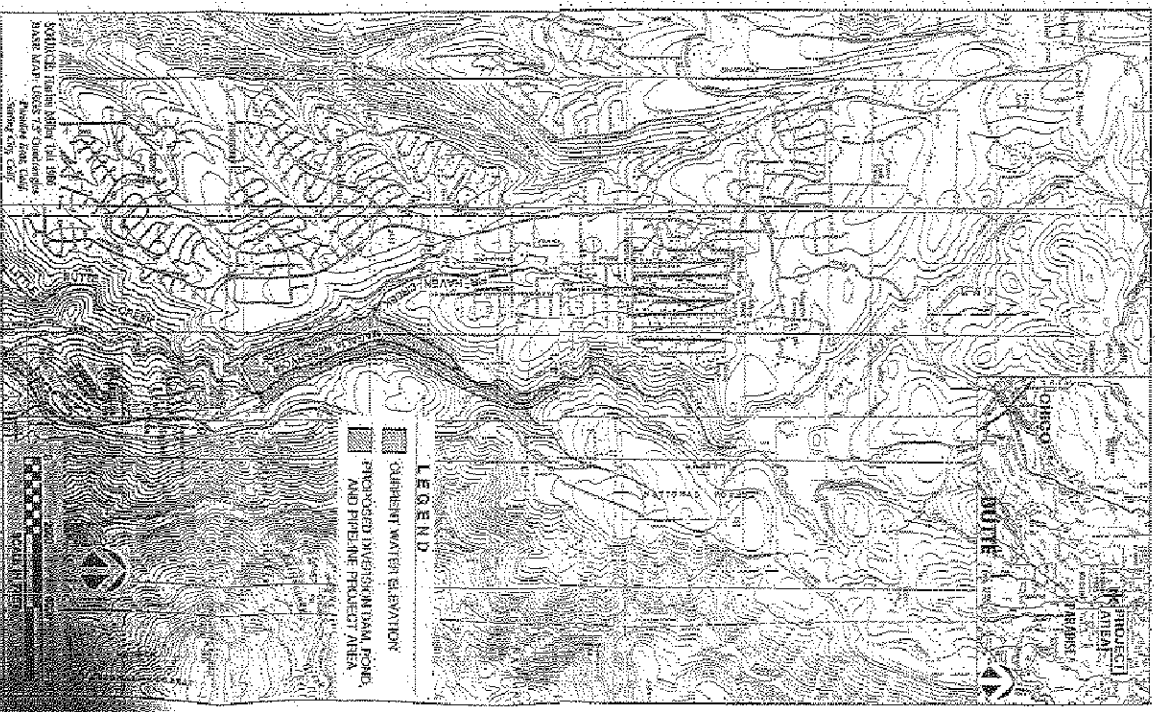
The District's existing water supply facilities consist of Paradise and Magalia Dams and reservoirs, both situated within the Little Butte Creek drainageway (see Figure 1). Magalia Reservoir supplies the water for the District's water treatment facility below Magalia Dam. The District's current water demand is 7,000 to 8,000 acre-feet annually. With the lowering of the water level in Magalia Reservoir, the storage capacity of this reservoir will be reduced by approximately 1,778 acre-feet. However, the District would still be able to meet the current and immediate future (3 to 5 years) normal water demands by relying upon the 11,497 acre-feet storage capacity of Paradise Reservoir.

The District expanded its existing 6 million gallon per day (mgd) water filtration plant at the base of Magalia Dam. The enlarged facility has a capacity of 19 mgd, and will continue to use Magalia Reservoir as the source of raw water. At present, the existing and expanded water treatment plant is designed to receive raw water by gravity flow with a minimum surface elevation of 2,223.6 feet in Magalia Reservoir. Complying with the DSOD directive to lower the maximum water level in Magalia Reservoir by 25.8 feet will result in a water surface elevation of approximately 2,200 feet. This is 23.6 feet lower than the level necessary for the water treatment plant to operate by gravity flow. The District has constructed a pumping station to supply Magalia Reservoir raw water to the existing and expanded water treatment plant.

#### Riparian and Wetland Areas

Riparian and wetland areas within the proposed project area include white alder riparian forest and freshwater montane marsh. White alder riparian forest occurs within Little Butte Creek and within the spillway channel below Magalia Dam. Wetland areas consist of a freshwater montane marsh at the upper end of the reservoir and small patches of shoreline vegetation.

A wetland delineation to determine areas potentially subject to jurisdiction by the U.S. Army Corps of Engineers (Corps) for the Magalia Reservoir was conducted on September 21 through 23, 1993, and on October 13, 1993. A formal jurisdictional determination was



Map of the Kings River  
Project and Project Area

REGIONAL AND PROJECT LOCATION

1-007331

1-007331

completed by the Corps and the jurisdictional areas confirmed in a letter dated January 7, 1994 signed by Mr. Tom Coe, Chief of the Corps Sacramento District Regulatory Section.

The marsh area is the largest jurisdictional wetland area, comprising approximately 4.69 acres. Temporarily the District must construct a weir to preserve this wetland. Several special-status plants were identified as possibly in or adjacent to the proposed project site.

The District has requested a permit from the Department of Fish and Game with the understanding that the permit process is contingent upon design approval. The design cannot be finalized until the reservoir is several feet below spill, likely to be August or September, 1997 before design drawings can be submitted.

An alternative to the 7,000' pipeline would be an earthen berm to preserve the wetland with piezometers and twice a year monitoring.

#### **Proposed Scope of Work**

The initial activities involve the selection of the capacity and a type of pipe needed to meet flow requirements along with a preferred method of control to match system demands. Once information is determined preliminary conceptual designs of the pipe system, along with development of a preliminary design layout of the facility, can be developed. The scope also involves the determination of the specific pipe, valves and support structures required.

#### **Monitoring and Data Evaluation**

District will install piezometer wells and monitor twice a year.

#### **Implementability**

The NPDES requirements now placed on the District include such factors as; temperature, settleable solids, turbidity, and pH. The completion of this project would assist the District in meeting the requirements more effectively.

Maximum amount of flow from sludge ponds:

District will conduct a preliminary survey to determine the constructability in relation to soil conditions, slope and various other factors. This project will require facilities to deliver flows ranging from minimums of about 500 gpm to a maximum flow of 2,000 gpm at full production.

#### IV. COSTS AND SCHEDULE TO IMPLEMENT

Project Phase and Task	Direct Labor Hours	Direct Salary and Benefits	Overhead Labor (General, Admin and Fee)	Service Contracts	Material and Acquisition Contracts	Miscellaneous and other Direct Costs	Total Cost
Task 1	Design	\$38,000					\$38,000
Task 2	Bid		\$10,000				\$10,000
Task 3	Lay pipe			\$75,000	\$387,000		\$462,000
Task 4	Monitor					\$15,000	\$15,000
							\$525,000

#### TIME FRAME

1997				1998											
SEPT.	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT		
DESIGN				BID				LAY PIPE				SITE CLEAN UP			
monitor (continuous)															

#### V. APPLICANT QUALIFICATIONS

To implement this project the following individuals would have the specific responsibilities:

- Rick Terrano, Treatment Plant Superintendent, Grade 5 Water Treatment Plant Operator. Conduct field inspections on the installation of pipeline.
- Nancy Mathewson - Administrative Analyst, BA, Communications/Media. Completed a 205(j) Stormwater grant program, 1994, Watershed Sanitary Survey, 1996. Report, as required to the CALFED Bay Delta Program.
- Steve Felte - Manager, BS, Engineering. Project Management, technical.

Organizational chart attached.

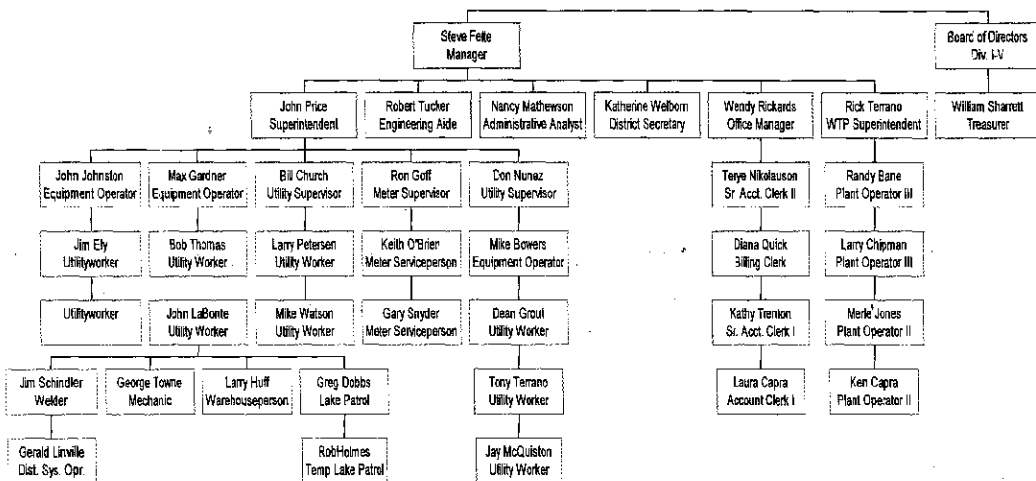
Studies conducted by PID:

Environmental Screening Report for the Enlargement of the Magalia or Paradise Reservoirs, Western Ecological Services Company, Inc., November 1991

Watershed Sanitary Survey, Krieger & Stewart, January 1996

Quality Assurance Project Plan for the Watershed Runoff Management Plan for the Magalia and Paradise Reservoirs Watershed, Krieger & Stewart, November 1994

1-007334



1-007334

**Expected benefits**

Recycle higher quality water, continue to meet NPDES standards, while preserving an established wetland.

**Identify the primary stressors, species, and/or habitats**

Inadequate flow to sustain wetland after draw down of Magalia Reservoir.

**Discuss the need for the project**

The District is required by DSOD to lower the Magalia Reservoir and under Federal law to maintain the existing wetland.

**Design concept**

The 7,000' pipeline will be required to deliver backwash water at 2,000 gpm,  
pipe: 12" (thin walled, 200lbs pipe), gravity feed, from lowest invert to lowest sludge  
pond = 2295.0  
69.2' of fall.

Spill 2225.8'



VI. Compliance with standard terms and conditions:

Are the terms and conditions agreeable to and able to be complied with by the applicant?

The terms and conditions are agreeable to and able to be complied with by the applicant.

See attached forms.

**Drug-Free Workplace Certification.** By signing this contract, the Contractor or grantee hereby certifies under penalty of perjury under the laws of the State of California that the Contractor or grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free policy statement, and
  - (b) Will agree to abide by terms of the company's statement as a condition of employment on the contract or grant.

This contract or grant may be subject to suspension of payments or termination, or both, and the Contractor or grantee may be subject to debarment if the department determines that: (1) the Contractor or grantee has made a false certification, or (2) the Contractor or grantee violates the certification by failing to carry out the requirements noted above.

**Antitrust Claims.** In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. See Government Code Section 4552.

If an awarding body or public purchasing body received, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. See Government Code Section 4553.

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**Americans With Disabilities Act.** By signing this contract, Contractor assures the state that it complies with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**Corporate Qualifications To Do Business in California.** Contractor must be currently qualified to do business in California as defined by the Revenue & Taxation Code, Section 23101 unless exempted. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California.

**Conflict of Interest.** Current State Employees: a) No State officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment. b) No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

Former State Employees: a) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. b) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

Agreement No. \_\_\_\_\_

Exhibit \_\_\_\_\_

STANDARD CLAUSES -  
INTERAGENCY AGREEMENTS

**Audit Clause.** For contracts in excess of \$10,000, the contracting parties shall be subject to the examination and audit of the State Auditor for a period of three years after final payment under the contract. (Government Code Section 8546.7).

**Availability of Funds.** Work to be performed under this contract is subject to availability of funds. <sup>Category III</sup>

**Interagency Payment Clause.** For services provided under this agreement, charges will be computed in accordance with State Administrative Manual Section 8752 and 8752.1.

**Termination Clause.** Either State agency may terminate this contract upon 30 days advance written notice. The State agency providing the services shall be reimbursed for all reasonable expenses incurred up to the date of termination.

Agreement No. \_\_\_\_\_

Exhibit \_\_\_\_\_

## STANDARD CLAUSES - CONTRACTS WITH PUBLIC ENTITIES

**Workers' Compensation Clause.** Contractor affirms that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor affirms that it will comply with such provisions before commencing the performance of the work under this contract.

**Executive Director, CALPED Bay-Delta Program or its designee**

**Claims Dispute Clause.** Any claim that Contractor may have regarding the performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the <sup>7</sup> within thirty days of its accrual. State and Contractor shall then attempt to negotiate a resolution of such claim and process an amendment to this agreement to implement the terms of any such resolution. <sub>(NRSF)</sub>

**Nondiscrimination Clause.** During the performance of this contract, the recipient, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40), or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Sections 7283.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135 - 11139.3), and the regulations or standards adopted by the awarding State agency to implement such article. Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Recipient, Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

**Category III**

**Availability of Funds.** Work to be performed under this contract is subject to availability of funds.

**Audit Clause.** For contracts in excess of \$10,000, the contracting parties shall be subject to the examination and audit of the State Auditor for a period of three years after final payment under the contract. (Government Code Section 8546.7).

**Payment Retention Clause.** Ten percent of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Sections 10346 and 10379 pending satisfactory completion of all services under the contract.

**Reimbursement Clause.** If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations. Contractor's designated headquarters for the purpose of computing such expenses shall be \_\_\_\_\_.

**Termination Clause.** The State may terminate this contract without cause upon 30 days' advance written notice. The Contractor shall be reimbursed for all reasonable expenses incurred up to the date of termination.

**Drug-Free Workplace Certification.** By signing this contract, the Contractor or grantee hereby certifies under penalty of perjury under the laws of the State of California that the Contractor or grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The person's or organization's policy of maintaining a drug-free workplace;
  - (c) Any available counseling, rehabilitation and employee assistance programs; and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free policy statement; and
  - (b) Will agree to abide by terms of the company's statement as a condition of employment on the contract or grant.

This contract or grant may be subject to suspension of payments or termination, or both, and the Contractor or grantee may be subject to debarment if the department determines that: (1) the Contractor or grantee has made a false certification; or (2) the Contractor or grantee violates the certification by failing to carry out the requirements noted above.

**Americans With Disabilities Act.** By signing this contract, Contractor assures the State that it complies with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**Conflict of Interest.** Current State Employees: a) No State officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment. b) No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

Former State Employees: a) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. b) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency in which he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

Agreement No. \_\_\_\_\_

Exhibit \_\_\_\_\_

# STANDARD CLAUSES - GENERAL CONDITIONS FOR PUBLIC WORKS CONTRACTS

**LICENSE.** No bidder may bid on work for which it is not properly licensed by the Contractor's State License Board. Joint Venture bidders must possess a Joint Venture License. Bidders for this Agreement must have \_\_\_\_\_ classification(s) of contractor's license, provide license number and expiration date and certify under penalty of perjury that the foregoing is true and correct.

~~**EXAMINATION OF BID DOCUMENTS AND SITE.** Bidder shall carefully examine site of work, plans and specifications. The bidder shall investigate conditions, character, quality of surface, or subsurface materials or obstacles to be encountered. No additions to the contract amount will be made because of the Contractor's failure to examine the site of work, plans and specifications.~~

**SUBCONTRACTORS.** (See Public Contract Code Section 4104.) The bidder shall set forth in its bid:

- a. The name and business address of each subcontractor who will perform work or labor or render services in an amount in excess of one-half of one percent (.5%) of the General Contractor's total bid; and
- b. The portion of work to be done by each subcontractor. (See Public Contract Code Section 4104.)

**PAYMENT BOND.** The Contractor shall furnish, concurrently with signing the contract, a Payment Bond to Accompany Construction Contract, Standard Form 807, in an amount not less than fifty percent (50%) of the amount of the contract when its bid exceeds \$5000. Such bond shall be executed by the Contractor and a corporate surety approved by the State.

**NOTICE.** Failure to obtain a payment bond <sup>upon presentation of contract for contractor's signature</sup> ~~within (30) days of notification of award~~ shall cause the State to reject the bid.

**WORKERS' COMPENSATION INSURANCE CERTIFICATION.** Upon execution of the contract, the Contractor shall provide the State either with a certificate of insurance issued by an insurance carrier licensed to write workers' compensation insurance in the State of California, including the name of the carrier and date of expiration of the insurance, or a certificate of consent to self insure issued by the Director of the Department of Industrial Relations.

**PREVAILING WAGE.** It is hereby mutually agreed that the Contractor shall forfeit to the State a penalty of \$50 for each calendar day, or portion thereof, for each worker paid by it, or subcontractor under it, less than the prevailing wage so stipulated. In addition the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.

**MAXIMUM HOURS.** It is further agreed that the maximum hours a worker is to be employed <sup>without overtime pay</sup> is limited to 8 hours a day and 40 hours a week and the Contractor shall forfeit, as a penalty to the State, \$25 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than 8 hours in any calendar day or more than 40 hours in any calendar week in violation of Labor Code Sections 1810-1815, inclusive.

**TRAVEL AND SUBSISTENCE PAYMENTS.** Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

**APPRENTICES.** Properly registered apprentices may be employed in the prosecution of the work. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. The Contractor and each subcontractor must comply with the requirements of Labor Code Section 1777.5 and any related regulations regarding the employment of registered apprentices.

**SUBSTITUTIONS.** Pursuant to Section 3400 of the Public Contract Code, should the Contractor seek to substitute a brand of materials other than specified, the Contractor shall submit data substantiating the request for substitution of "an equal" item. The substantiating data must be presented for approval within thirty-five (35) days after the award of the agreement. The State shall be the sole judge as to the comparative quality and suitability of "an equal" item.

(NINE)

**ANTI-TRUST CLAIMS.** The Contractor offers and agrees and will require all of his subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Sec. 165700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials, pursuant to the public works contract or the subcontract. The assignment made by the Contractor and all additional assignments made by the subcontractors and suppliers shall be deemed to have been made and will become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment or the necessity of tendering to the awarding body any written assignments.

If an awarding body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code Sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code Sections 4550-4554, if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

#### **PROGRESS PAYMENTS**

- a. Ten percent of any progress payments that may be provided for under this contract shall be withheld pending satisfactory completion of all services under the contract. The Contractor may substitute securities for such retentions and receive any interest accrued provided in Section 22300 of the Public Contract Code.
- b. No progress payments shall be made unless the Contractor, upon execution of the contract, furnishes a faithful performance bond for not less than one-half the total amount payable under the contract.

**PAYROLL RECORDS.** The Contractor and each subcontractor shall comply with Labor Code Section 1776 regarding payroll records.

**NONCOLLUSION AFFIDAVIT.** All bidders shall submit with their bids a signed and notarized Noncollusion Affidavit (DWR 4206).

**LABOR CODE PROVISIONS.** Pursuant to Sections 1770 et seq. of the California Labor Code, the Director of the State Department of Industrial Relations has made the general prevailing wage determination covering the locality where work for this contract is to be performed. A copy of the publication General Prevailing Wage Rates is on file for inspection at the State Department of Water Resources, Contract Services Office, 1416 Ninth Street, Sacramento, CA.

The Contractor agrees to post a copy of the General Prevailing Wage Determination for the locality of each job site. The Contractor also agrees to comply with all requirements of the California Labor Code and to pay the forfeiture penalties and monies which may become due as provided in Sections 1775 and 1813 of that Code.

**UNDOCUMENTED ALIENS.** No bidder or Contractor shall be eligible to bid for or receive a public works or purchase contract, who has, in the preceding five years, been convicted of violating a State or federal law respecting the employment of undocumented aliens.

STANDARD CLAUSES -  
INSURANCE REQUIREMENTS

(NFWF)

Contractor shall furnish to the State a certificate of insurance stating that there is liability insurance presently in effect for the contractor of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.

The certificate of insurance must include the following provisions:

1. The insurer will not cancel the insured's coverage without 30 days' prior written notice to the State.
2. The State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this contract are concerned.

(NFWF)

Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the time of this contract, contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Department of General Services and contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event contractor fails to keep in effect at all times insurance coverage as herein provided, State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

(NFWF)

NONDISCRIMINATION  
CONSTRUCTION CONTRACT SPECIFICATIONS  
(GOVERNMENT CODE, SECTION 12990)

Item

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.

1. As used in the specifications:
  - a. "Administrator" mean Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing (DFEH), or any person to whom the Administrator delegates authority.
  - b. "Minority" includes:
    - (i) Black (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);
    - (ii) Hispanic (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish derived culture or origin regardless of race);
    - (iii) Asian/Pacific Islander (all persons having primary origins of any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and
    - (iv) American Indian/Alaskan Native (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).
2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of \$5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.
3. The contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through (e) of these specifications.
4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Government Code, Section 12990, or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under Steps a. through e. below:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all leadpersons, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Provide written notification within seven days to the director of DFEH when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.



## BIDDER'S BOND

We \_\_\_\_\_

\_\_\_\_\_, as PRINCIPAL, and

as SURETY, are held and firmly bound unto the State of California in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named submitted by said Principal to the State of California, acting by and through the

Resources, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the \_\_\_\_\_ to which said bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

Secretary of the Resources Agency

In no case shall the liability of the surety here under exceed the sum of \$ \_\_\_\_\_

## THE CONDITION OF THIS OBLIGATION IS SUCH.

That whereas the Principal has submitted the above-mentioned bid to the State of California, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at

California on \_\_\_\_\_

(insert name of city where bids will be opened)

(insert date of bid opening)

for \_\_\_\_\_

(Copy here the exact description of work, including location, as it appears on the proposal)

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Department, one to guarantee faithful performance and the other to guarantee payment for labor materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this \_\_\_\_\_

day of \_\_\_\_\_, 19 \_\_\_\_\_

(Seal)

(Seal)

(Seal)

Principal

(Seal)

(Seal)

(Seal)

Surety

(Seal)

Address \_\_\_\_\_

NOTE: Signatures of those executing for the surety must be properly acknowledged.

## NONDISCRIMINATION COMPLIANCE STATEMENT

COMPANY NAME

The company named above (hereinafter referred to as "prospective contractor") hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave.

## CERTIFICATION

*I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.*

OFFICIAL'S NAME

DATE EXECUTED

EXECUTED IN THE COUNTY OF

PROSPECTIVE CONTRACTOR'S SIGNATURE

PROSPECTIVE CONTRACTOR'S TITLE

PROSPECTIVE CONTRACTOR'S LEGAL BUSINESS NAME

Under the terms of the policy(ies):

- a. The insurer(s) shall not cancel or modify the policy(ies) without 30 days prior written notice to the Director of Water Resources.
- b. The State is not responsible for any premiums or assessments on the policy(ies).

A) Dated: \_\_\_\_\_ Insurers Authorized Representative (Signature) \_\_\_\_\_

\* Insurer or Insurance Organization \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_

B) Dated: \_\_\_\_\_ Insurers Authorized Representative (Signature) \_\_\_\_\_

\* Insurer or Insurance Organization \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_

C) Dated: \_\_\_\_\_ Insurers Authorized Representative (Signature) \_\_\_\_\_

\* Insurer or Insurance Organization \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_

D) Dated: \_\_\_\_\_ Insurers Authorized Representative (Signature) \_\_\_\_\_

\* Insurer or Insurance Organization \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_

\* Must be California admitted insurer or qualified non-admitted insurer as defined in California Insurance Code.

PAYMENT BOND TO ACCOMPANY CONSTRUCTION CONTRACT  
(CIVIL CODE SECTION 3247)

BOND NO. Item 10.

The premium on this bond is \$ \_\_\_\_\_ for the term \_\_\_\_\_

Know All Men By These Presents:

THAT The State of California, acting by and through the \_\_\_\_\_  
has awarded to \_\_\_\_\_ whose address is \_\_\_\_\_  
(CONTRACTOR/PRINCIPAL)  
\_\_\_\_\_ as Principal, a contract for the work described as follows:

WHEREAS, The provisions of Civil Code Section 3247 require that the Principal file a bond in connection with said contract and this bond is executed and tendered in accordance therewith.

NOW THEREFORE, Principal and \_\_\_\_\_, a corporation organized  
(SURETY)  
under the laws of \_\_\_\_\_, and authorized to transact a general surety business in the State of California,  
as Surety, are held and firmly bound to the People of the State of California in the penal sum of  
(\$ \_\_\_\_\_), for which  
payment we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

1. That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the Surety herein will pay for the same, otherwise this obligation is to be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.
2. This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.
3. The aggregate liability of the Surety hereunder, including costs and attorneys fees, on all claims whatsoever shall not exceed the penal sum of the bond in accordance with the provisions of Section 996.470(a) of the Code of Civil Procedure.
4. This bond is executed by the Surety, to comply with the provisions of Chapter 7, Title 15, Part 4, Division 3 of the Civil Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure and said bond shall be subject to all of the terms and provisions thereof.
5. This bond may be canceled by the Surety in accordance with the provisions of Sections 996.310 et. seq. of the Code of Civil Procedure.
6. This bond to become effective \_\_\_\_\_

\_\_\_\_\_  
(NAME OF SURETY)

\_\_\_\_\_  
(ADDRESS)

I certify (or declare) under penalty of perjury that I have executed the foregoing bond under an unrevoked power of attorney.

Executed in \_\_\_\_\_ on \_\_\_\_\_  
(CITY AND STATE) (DATE)

under the laws of the State of California.

\_\_\_\_\_  
(SIGNATURE OF ATTORNEY-IN-FACT)

\_\_\_\_\_  
(PRINTED OR TYPED NAME OF ATTORNEY-IN-FACT)

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY  
 BIDDER AND SUBMITTED WITH BID FOR PUBLIC WORKS

STATE OF CALIFORNIA )

)ss

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and  
 (name)

says that he or she is \_\_\_\_\_ of  
 (position due)

\_\_\_\_\_  
 (the bidder)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

DATED: \_\_\_\_\_ By \_\_\_\_\_  
 (person signing for bidder)

Subscribed and sworn to before me on

\_\_\_\_\_

\_\_\_\_\_  
 (Notary Public)

(Notarial Seal)

Agreement No. \_\_\_\_\_

Exhibit \_\_\_\_\_

**STANDARD CLAUSES -  
SMALL BUSINESS PREFERENCE AND CONTRACTOR IDENTIFICATION NUMBER****NOTICE TO ALL BIDDERS:**

Section 14835, et. seq. of the California Government Code requires that a five percent preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of service, are contained in Title 2, California Code of Regulations, Section 1896, et. seq. A copy of the regulations is available upon request. Questions regarding the preference approval process should be directed to the Office of Small and Minority Business at (916) 322-5060. To claim the small business preference, you must submit a copy of your certification approval letter with your bid.

Are you claiming preference as a small business?

\_\_\_\_\_ Yes\*                      \_\_\_\_\_ No

\*Attach a copy of your certification approval letter.